

# **Request for Proposal**

## **Design Services for New Court Facility at Maleng Regional Justice Center**

**RFP No. E00232E11**

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**June 2011**



**King County**

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**KING COUNTY  
REQUEST FOR PROPOSALS ADVERTISEMENT**

King County is requesting Proposals from qualified firms interested in providing design and services during construction for the consolidation and relocation of King County District Court's Southeast Electoral District at the Maleng Regional Justice Center in Kent, Washington.

The Request for Proposals, all addenda and current document holder's list are available on the internet at <http://www.kingcounty.gov/procurement>. The County will not mail, ship or fax RFPs and addenda.

Interested firms must register with the County at time of download and ensure that a valid contact email address is given. Notification of addenda will be sent to the registered email address. Failure to register will result in the proposer not being notified of any addenda, which may result in rejection of the proposal.

The estimated value of this contract is \$375,000 to \$410,000. The County plans to issue one contract.

<b>Contract Title:</b>	<b>Design Services for New Court Facility at Maleng Regional Justice Center</b>
<b>Number:</b>	<b>E00232E11</b>
<b>Proposals due:</b>	<b>July 7, 2011</b>
<b>Time:</b>	<b>5:00 p.m.</b>
<b>Pre-proposal Meeting:</b>	<b>June 21, 2011</b>
<b>Time:</b>	<b>2:00 p.m.</b>
<b>Location:</b>	<b>Lydia/Catherine Room, 2<sup>nd</sup> Floor, King County Administration Building, 500 4<sup>th</sup> Avenue, Seattle, WA.</b>

**SUMMARY OF WORK:** The work will include preparing schematic design and construction documents; providing bidding, permitting and construction administration services; and preparing record drawings.

**SUBCONSULTANT OPPORTUNITIES:** Provided for informational purposes only, following are subconsulting opportunities that may be available on this Contract: mechanical engineering, electrical engineering, security engineering.

**CONTRACTING OPPORTUNITIES PROGRAM:** The King County Contracting Opportunities Program is a public contracting assistance program intended to maximize the participation of Small Contractors and Suppliers (SCSs) through the use of voluntary participation goals and awarding proposal evaluation points as an incentive factor in the award of King County contracts for Architectural and Engineering (A&E) and Professional services. The SCS goal for this Project is: 15% SCS-certified firm participation.

**QUESTIONS:** Questions concerning this solicitation should be directed to **Gib Myers, Contract Specialist** at **206-263-9323**, TTY Relay: 711. The Proposer may be requested to submit the question in writing. No verbal answers by County personnel will be binding on the County.

This information is available in alternate formats for individuals with disabilities upon advance request by calling 206-263-9400, TTY Relay: 711.

## REQUEST FOR PROPOSALS

### Design Services for New Court Facility at Maleng Regional Justice Center

RFP NO. E00232E11

#### I. INTRODUCTION

A. This Request for Proposals ("RFP") contains the information necessary to understand the consultant selection process and identifies the documentation a Proposer must submit. A general overview of the selection process is as follows:

1. Proposers shall provide the Proposal to King County (County) no later than **5:00 p.m., July 7, 2011**. The Proposal shall be sent to:

**Gib Myers, Contract Specialist  
King County Finance and Business Operations Division  
Procurement & Contract Services Section (M/S CNK-ES-0340)  
401 Fifth Avenue, 3<sup>rd</sup> Floor  
Seattle, Washington 98104.**

2. County may at its option contact a Proposer and ask clarifying questions, request additional information, and/or conduct interviews.

B. Estimate. The County estimates the potential value of the contract to be \$375,000 to \$410,000.

C. Organizational Conflicts of Interest. An organizational conflict of interest is a situation in which, because of other activities, relationships, or contracts, a consultant is unable, or potentially unable, to render impartial assistance or advice to the County; a consultant's objectivity in performing the contract work is or might be otherwise impaired; or a consultant has an unfair competitive advantage. The County will evaluate future procurements related to this contract to determine if there is an organizational conflict of interest. If an organizational conflict of interest exists, the County may prohibit the consultants, subconsultants, and/or members of the consultant team from participating in such related procurement/projects.

#### II. PROJECT OVERVIEW

- A. The purpose of this RFP is to obtain a qualified consultant to provide architecture, mechanical engineering, electrical engineering, security engineering and related analysis and design services to consolidate and relocate King County District Court's Southeast Electoral District to the Maleng Regional Justice Center (MRJC), 401 Fourth Avenue in Kent, Washington.
- B. The MRJC Courthouse is approximately 233,000 SF in a five story building. The facility was constructed in 1997.
- C. In 2007, the District Court Facility Master Plan was completed and adopted by the King County Council. This document recommended the consolidation of district court functions in Kent to the Maleng Regional Justice Center.
- D. Approximately 22,000 SF will be renovated for district court in an area currently occupied by the Criminal Investigation Division (CID) of the Sheriff's Office and approximately 3,800 SF on other floors for the Prosecuting Attorney's staff and District Court probation officers. It is anticipated that the CID space will be demolished to the shell and rebuilt

with new interior walls, casework, ceilings, floor coverings, and systems. The final build out of the CID space will include space for five courtrooms, judge's chambers, jury rooms, office space for clerks and managers, and attorney client meeting rooms. The work on the other floors will include reconfiguration of workstations, minor wall construction and system relocations.

- E. Re-development of a secure entry point for the MRJC Courthouse will be required to handle the increased volume of staff and visitors to the facility and to improve overall security for the building.
- F. Legislation for funding of this project is currently awaiting King County Council approval. The final award and execution of this contract will be dependent upon final approval of this legislation, which is anticipated in August 2011.

### **III. PROCUREMENT PROCESS**

#### **A. General Information**

1. Compliance with Legal Requirements.
  - a. The procurement of these consultant services will be in accordance with applicable King County, federal, state and local laws, regulations and procedures. King County reserves the right to reject any and all Proposals.
  - b. King County will evaluate the Proposals in accordance with the provisions set forth herein. The final selection, if any, will be that Proposer which, in the opinion of the County, best meets the requirements set forth in the RFP and is determined to be the most highly qualified.
2. Costs borne by Proposers. All costs incurred in the preparation of a Proposal and participation in this RFP and negotiation process shall be borne by the proposing firms.
3. Public Disclosure. Proposals shall become property of County and considered public documents under applicable Washington State laws. All documentation provided to the County may be subject to disclosure in accordance with Washington State public disclosure laws.
4. Equal Benefits Ordinance 14823. Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts valued at \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The successful proposer shall be required to complete a Worksheet and Declaration form. Refer to <http://www.kingcounty.gov/procurement/forms>, Equal Benefits web page. DO NOT return this form with your Proposal.
5. Ethics Disclosure Form. King County Code 3.04.120 requires that firms file a disclosure statement with the Board of Ethics and the King County Executive. The selected Consultant agrees to the conditions of King County Code 3.04.120 and shall submit a Consultant Disclosure form prior to execution of the Contract. Please Note: This form is required only from the Proposer selected as the Consultant. Ethics forms refer to: <http://www.kingcounty.gov/employees/ethics.aspx>. DO NOT return this form with your Proposal.

## B. Schedule & Addenda

1. Anticipated Schedule. The selection process is anticipated to proceed as outlined below:

<u>Date</u>	<u>Selection Process</u>
06-08-11	Public Announcement for RFP
06-21-11	Pre-proposal Meeting (2:00 p.m. - Lydia/Catherine Room, 2 <sup>nd</sup> Floor, King County Administration Building, 500 4 <sup>th</sup> Avenue, Seattle, WA)
07-07-11	Proposals Due (5:00 p.m.)
07-27-11	Interview, if necessary
07-29-11	Notice of Selection (Decision announced)
08-30-11	Execute Contract

2. Addenda. All changes shall be documented in addenda. Do not rely on any verbal information or direction. Email notification of addenda will be provided to all firms still under consideration and on the planholders list at the time the addendum is issued. It is the responsibility of any interested firm to ensure that the firm is on the planholder list and has obtained all addenda.

## C. Protests and Appeals

1. Time to file a Protest.
  - a. Any prospective Proposer may file a protest challenging the requirements identified in the RFP provided such protest is received no later than ten (10) calendar days prior to the date established for responding to this solicitation.
  - b. A financially interested proposer may file a protest based on evaluation of Proposals provided such protest is received no later than five (5) calendar days after the protesting party knows or should have known of the facts and circumstances upon which the protest is based.
  - c. In no event shall a protest be considered if all Proposals are rejected or after execution of this contract.
2. Form of Protest. A protest shall be in writing and addressed to: King County, 401 Fifth Avenue, 3<sup>rd</sup> Floor, Seattle, Washington 98104, Attention: Manager, Procurement & Contract Services Section - M.S. CNK-ES-0340, Proposal Protest. A copy of the protest shall be provided to the contract specialist. The protest shall include the following:
  - a. The name, address and telephone number of the party protesting or their representative;
  - b. The RFP number and contract title under which the protest is submitted;
  - c. A detailed description of the specific grounds for protest and any supporting documentation; and
  - d. The specific ruling or relief requested.
3. Determination of Protest. Upon receipt of a timely written protest, the Manager of the Procurement & Contract Services Section ("Manager") shall investigate the protest and shall prior to execution of the contract respond in writing to the protest. The

Manager's decision shall be considered the final action by the County unless a financially interested party thereafter seeks reconsideration of the Manager's decision by filing a Request for Reconsideration (Appeal) with the Director of the King County Finance and Business Operations Division (Finance Director).

4. Requirements for filing an Appeal. The Appeal shall include the following information and be received by the Finance Director and Contract Specialist within two (2) calendar days of the issuance of the Manager's decision:
  - a. Name, address and telephone number of the person filing the appeal or their representative;
  - b. Copy of the Manager's decision; and
  - c. Explanation of the basis for the appeal and the ruling or relief requested.
5. Grounds for Appeal. Recognized justifications for appeal are limited to: (1) new data, unavailable at the time of the protest to the Manager; or (2) the Manager made an error of law or regulation. New issues that could have been raised earlier will not be considered on appeal.
6. Determination of the Appeal. Upon receipt of an Appeal, the Finance Director or his/her designee shall review the request and the decision of the Manager and shall issue a final determination. The decision of the Finance Director shall constitute the final action of the County.
7. Compliance with Protest and Appeal Process. Failure to comply with these protest and appeal procedures will render a protest untimely and inadequate and may result in rejection thereof by King County.
8. Exhaustion of Administrative Remedies. As a mandatory condition precedent to initiating a lawsuit against the County, a prospective Proposer or a Proposer shall comply with the Protest and Appeal Procedures defined herein.
9. Venue. By responding to this Request for Proposals and for the convenience of the parties, the prospective Proposer or a Proposer acknowledges and agrees that a lawsuit or action related to or arising out of this procurement shall be brought in the Superior Court of King County, Washington.

#### **D. Negotiations**

1. Negotiation of a contract will be in conformance with County policies and procedures, applicable federal, state and local laws, and regulations.
2. Notice of Selection & Negotiation Schedule.
  - a. The County will provide a written Notice of Selection to the selected firm.
  - b. Prior to beginning any negotiations, the consultant shall meet with the County to establish the negotiation schedule. The County and consultant commit to ensuring that each party uses their best efforts to comply with each task deadline and meet the negotiation schedule.
3. Negotiations. The County shall enter into a lump sum "fixed price" contract for the work. The price shall not be subject to adjustment on the basis of the Consultant's actual cost experience performing the contract. A negotiated Additional Services section may also be an element of the total lump sum fee. Payments shall be made in proportion to services performed, based on a predetermined payment schedule that identifies milestone points and product groups.

## **E. Contract Terms and Conditions**

1. Standard Agreement Form. A copy of the County's terms and conditions is available at <http://www.kingcounty.gov/procurement/consultants>.
  - a. By submitting a proposal, the Consultant represents that it has carefully read the terms and conditions and agrees to be bound by them.
  - b. The County will not negotiate changes to the standard contract terms and conditions. The County and Consultant will establish the list of Essential Personnel and any associated liquidated damages.
2. Insurance. Specific insurance requirements for this contract are contained in Attachment 1.
3. Non-Discrimination, Equal Opportunity and Affirmative Action and ADA/504 Compliance. Specific requirements for this procurement and contract are contained in Attachment 2.
4. Maximum Labor Rate
  - a. The County has established a maximum labor rate. Labor rates shall not exceed the maximum labor rate except in very limited and unusual circumstances where the County, in its sole discretion, determines that it is appropriate to pay a greater rate.
  - b. The current maximum labor rate is \$69.10.
  - c. The County will review the maximum labor rate and adjust it either upward or downward in June of every year. The maximum labor rate that will apply to this contract is the rate in effect at the time of contract execution. The contract terms and conditions define when and how a change in the maximum labor rate affects a contract after execution.
  - d. Proposers understand and agree that the labor rate for all personnel proposed for this contract at the beginning of the contract shall be the actual labor rate, provided the actual labor rate does not exceed the maximum labor rate and the County does not agree to a rate in excess of the ceiling. Exceptions to the maximum labor rate are rare and will generally be made only for highly specialized experts who provide limited work on the project. Proposers should use caution and not presume that the County will allow exceptions to the maximum labor rate.
5. Escalation. The County has established a maximum labor escalation rate. The County will review the labor escalation rate and adjust it either upward or downward in June of every year. The escalation rate that will apply to this contract is the rate in effect at the time of contract execution. The current maximum escalation rate is 3.3%. The County shall not negotiate an escalation rate greater than the maximum rate established by the County.

## **IV. EVALUATION AND SELECTION CRITERIA**

- A. All Proposals will be evaluated in accordance with the criteria established herein.
  1. A total of 1000 points (excluding a potential interview) has been assigned to the Evaluation Criteria; maximum points follow each criterion listed.
  2. Evaluators will use the points to score each proposal.



- B. At the County's option, interviews may be held if the consultant teams are closely ranked. The County may interview only those firms whose proposals are highly ranked.
  - 1. Interviews will have a maximum of 500 points.
  - 2. The County may choose to use different criteria for the interview.
  - 3. The interview process may not include a Consultant presentation and the Consultants will not be given questions to prepare for in advance of the interview.
  - 4. Failure to participate in the interview process shall result in the Proposer's disqualification from further consideration.
- C. Each evaluator will put the scores for the initial proposal evaluation in rank order, with the highest scored proposer 1<sup>st</sup>, the second-highest scored proposer 2<sup>nd</sup>, etc. Interviews will be similarly scored. If interviews are conducted, combined proposal and interview scores will be used to determine the final ranking.

## V. DOCUMENTATION

- A. The prime Proposer shall submit **one (1) original unbound Proposal and four (4) bound copies** of the Proposal. The Proposal should be provided in a box or envelope and the RFP Title and RFP Number shall be clearly printed on the outside of the box or envelope.
- B. Format Requirements. The Proposal shall comply with the following format requirements:
  - 1. Proposals should be concise, legible, and provide all the information requested. A font size less than 10 points is often difficult to read.
  - 2. Proposal shall be prepared on 8 1/2" by 11" paper. Page orientation may be either portrait or landscape.
  - 3. Proposal shall be limited to a maximum of ten **(10)** pages.
    - a. A "page" shall be defined as one single-sided piece of paper that has words, charts, tables, pictures, graphics, and/or diagrams.
    - b. Tabbed or other dividers used to organize the Proposal shall carry only the appropriate section name. Dividers that include any additional information such as narrative, charts, tables, pictures, graphics, and/or diagrams shall be included in the page count.
    - c. All indexes, including an index of the resumes, shall be included in the page count.
    - d. The **only** documentation not included in the page count is: (1) Front and back cover of the Proposal; (2) Resumes, and (3) sample documents required in Evaluation Criterion C, Communication and Quality Control.
  - 4. Each evaluator's score shall be reduced by 5 points for each extra page in any Proposal that exceeds the page limit.
  - 5. Front cover shall use the template named "Proposal Cover Sheet" at <http://www.kingcounty.gov/procurement/forms>, Consultants web page. Plain white cover stock shall be used. The front cover will be removed if it does not comply with these requirements.

6. Back cover shall be entirely blank and use plain white cover stock. The back cover will be removed if it does not comply with these requirements.
  7. Resumes for proposed personnel shall not exceed a maximum of two (2) pages. Resumes that exceed the page limit will be removed, in total, from the Proposal and shall not be reviewed or considered during the evaluation.
  8. The County may waive minor informalities and irregularities in the format of a Proposal.
- C. The Proposal shall consist of the following parts:
1. **Letter of Interest.** The Letter of Interest shall contain the following information:
    - a. RFP Title and Number;
    - b. Proposer's name, mailing address, contact person, email address, telephone and fax numbers; and
    - c. Complete list of proposed subconsultants, if any, with their address, contact person, email address and telephone and fax numbers.
  2. **Statement of Qualifications Certification.** An authorized representative of the Proposer shall sign the Certification found in Attachment 4. The Certification language does not need to be on a separate page; it can be included with other information on a page. Special Note: The County has different certifications. Please be certain to use the Certification language included in this RFP.
  3. **Attachment 7 Non-Discrimination and Other Forms.** If there are forms identified in Attachment 7, complete and return those forms with the Proposal.
  4. **Response to Evaluation Criteria.** Address the evaluation criteria and provide all information identified in Section VI. Evaluation Criteria and Proposal Information.

## VI. EVALUATION CRITERIA AND SUBMITTAL INFORMATION

### A. Specialized Experience, Technical Competence, & Past Performance – 500 points

1. Evaluation Overview. The County will evaluate the experience, technical competence, and qualifications of the project team, including each member's specific role and responsibility proposed for this project and their past experience and expertise in the areas for which they are proposed. The County will also evaluate the overall organization of the team and the Project team's record of performance on contracts.
2. Similar Scope & Complexity Elements. King County believes projects having the following elements are similar in scope and complexity to this project:
  - a. Renovation of occupied and operational courthouse or government facilities.
  - b. Design and construction phase services for courthouse facilities.
  - c. Design for secure entry points to facilities.
3. Key Personnel. Emphasis for all personnel will be placed on technical competence, experience and expertise in roles similar to those proposed, and on projects similar in scope and complexity to this project. Personnel shall be proposed as necessary to provide all expertise required for the successful execution of all tasks identified in the Scope of Work, Attachment 3. The County is not suggesting any particular organizational structure, and one individual may serve in more than one position, as

the Proposer determines. At a minimum, proposed teams must include the five positions identified immediately below.

- a. Project Manager (could be the same person as the Lead Architect). Project Manager's experience should demonstrate strong management skills and successful past experience managing contracts similar to this project. Project management skills include: managing project scopes, schedules and budgets; managing and coordinating the work of subconsultants; high level ability in properly communicating and coordinating project activities.
- b. Lead Mechanical Engineer. In addition to the criteria stated above, the County will evaluate the Lead Mechanical Engineer's past experience in assessing existing systems and determining appropriate expansion of those systems for different occupancy types. The Lead Mechanical Engineer must possess a State of Washington Professional Engineer's license.
- c. Lead Electrical Engineer. In addition to the criteria stated above, the County will evaluate the Lead Electrical Engineer's past experience in assessing existing systems and determining appropriate expansion of those systems for different occupancy types. The Lead Electrical Engineer must possess a State of Washington Professional Engineer's license.
- d. Lead Architect. In addition to the criteria stated above, the County will evaluate the Lead Architect's past experience in the design and implementation of large commercial building renovations. The Lead Architect must possess a State of Washington Architect's license.
- e. Construction Cost Estimator. In addition to the criteria stated above, the County will evaluate the Construction Cost Estimator's past experience in estimating construction costs and providing constructability expertise for large commercial building renovations.
- f. Other Key Personnel. The Proposer may identify up to two (2) additional Key Personnel positions and explain their roles on the team. Each individual should demonstrate knowledge, education, and experience appropriate to their proposed role.

#### 4. Submittal Information

- a. Team Structure (50 points)
  - (1) Provide an organizational chart demonstrating the working relationships and hierarchy of the project team members, and identify each person's name, project position, title, and firm.
  - (2) Briefly describe why the staff assembled for the team has been selected.
- b. Resumes
  - (1) The County expects all personnel proposed to be available to provide services for this contract. The County also expects that all proposed team members will possess the appropriate levels of experience and expertise required to successfully complete this project.
  - (2) Provide resumes for Key Personnel as defined above, up to a maximum of seven (7) resumes.
    - (a) Project Manager (100 points)

- (b) Lead Mechanical Engineer *(50 points)*
  - (c) Lead Electrical Engineer *(50 points)*
  - (d) Lead Architect *(50 points)*
  - (e) Construction Cost Estimator *(50 points)*
  - (f) Other Key Personnel *(50 points total)*
- (3) Resumes shall be placed in one section, in the order of disciplines as listed above.
- (4) Proposer is responsible for ensuring that the contact information is correct.
- (5) Resumes shall, at a minimum, include the following information:
- (a) Name of Person & Title;
  - (b) Proposed position on the project;
  - (c) Firm name & number of years employed by Firm;
  - (d) Employment history for the last 10 years at minimum [provide the name(s) of other previous employer(s), dates of employment, and job responsibilities];
  - (e) Education (institution, degree earned, & year);
  - (f) Professional registrations and licenses (type/state/year);
  - (g) List of relevant project experience, including:
    - (i) Name, Owner and location of the project.
    - (ii) Brief description of person's role on the project, emphasizing the Similar in Scope and Complexity elements identified above.
  - (h) For a minimum of three of the listed projects, provide the name and telephone number of the Owner's contact who can verify the individual's responsibilities on the project.
- c. Project Example Table *(100 points)*
- (1) In a table format, provide project examples for team members that meet the Similar in Scope and Complexity elements. Construction must be completed on all project examples and the facilities should be in full operation.
  - (2) Proposers are responsible for ensuring that the contact information is correct.
  - (3) For each project example identify:
    - (a) Name and location of the project;
    - (b) List of characteristics of the work;
    - (c) Similar in Scope and Complexity elements that are also characteristic of the project example;
    - (d) Name of each person proposed for this contract who played a significant role on the Project Example, including their project responsibilities and functions;
    - (e) The owner's name and telephone number;

- (f) The name and telephone number of the owner's project manager or other person who can verify the accuracy of the information provided by the Proposer for the project example;
- (g) For each firm identified in the proposal, that firm's role as a Prime Consultant, Subconsultant, or Other;
- (h) The initial date scheduled for 100% construction substantial completion, the actual date of construction substantial completion, and an explanation for any difference between the two dates;
- (i) The initial contract price for your services, the final contract price, and an explanation for any difference between the two amounts; and
- (j) The final, pre-bid construction cost estimate, the successful bid price, and an explanation for any difference between the two amounts.

## **B. Project Approach & Project Schedule – 300 points**

1. The County will evaluate the proposer's Project Approach and Project Schedule to determine the Proposer's understanding of the scope of work, appropriate allocation and commitment of key personnel to specified tasks, appropriate use of subconsultants, allocation of experienced firms to appropriate tasks, utilization of SCS firms, fractionalization of work among firms, understanding of schedule constraints, understanding of time and schedule elements per task, and overall project approach.
2. Submittal Information
  - a. Project Approach Chart (PAC) (100 points)
    - (1) Proposers must complete the County-provided Project Approach Chart (PAC) based on the scope of work established in the RFP. The PAC in Attachment 5 identifies the minimum task levels and positions that must be included in the completed PAC. Proposers should download and use the electronic version of the PAC to generate the hardcopy. The PAC is available at <http://www.kingcounty.gov/procurement/>
    - (a) For purposes of the RFP, this PAC assumes that the project will be implemented in a single phase of design and construction.
    - (b) The PAC should identify the percentage of time allocated for each task and total 100%.
    - (c) The PAC should also identify the percentage of time each firm will spend on each task, totaling to 100% per task. If a firm is not going to be assigned to a task, indicate with a "0%".
    - (d) Identify the following personnel by name, title and the number of hours that person will be assigned on each task: Project Manager, Lead Mechanical Engineer, Lead Electrical Engineer, Lead Architect, and Construction Cost Estimator. If the person is not going to be assigned to a task, indicate the non-assignment with a "0".
  - b. Narrative. (150 points) Explain in a concise narrative the following elements:
    - (1) Proposers should evaluate the scope of work identified in the RFP and determine whether the County's estimated budget appears adequate to accomplish the scope.

- (a) Proposer should indicate whether the scope as written in the RFP can be reasonably accomplished within the identified budget. Proposers will not be marked down for a thoughtful response that explains why the identified budget appears insufficient for the scope identified in the RFP.
  - (b) If the proposer believes the County's identified budget requires adjustment, proposer shall identify in their proposal any scope deletions that may be required to meet the budget and indicate by what percentage the County's identified budget maybe impacted.
- (2) Proposers are strongly encouraged to identify new ideas, creative approaches, and potential changes to the scope of work that the proposer believes will improve the overall project and/or project schedule. Describe the benefits gained as a result of these ideas or changes and identify the percentage by which the County's identified budget maybe impacted by including these ideas, approaches, and changes.
- c. Project Schedule. (50 points) Submit a proposed Project Schedule at the task level consistent with the Scope of Work and the PAC.
  - (1) The proposed Project Schedule should identify all tasks and milestones in logical order, including start and end dates.
  - (2) The Project Schedule shall be on one (1) page in a chart or bar format.
  - (3) For the purposes of this RFP only, prepare a schedule that assumes project implementation in a single phase, using the following timeline:
    - (a) Schematic Design – Sep 1, 2011 – Feb 6, 2012  
Construction Documents
    - (b) Bidding/Permits Feb 14, 2012 – June 11, 2012
    - (c) Construction Jun 22, 2012 – Mar 21, 2013

**C. Communication & Quality Control – 100 points**

- 1. The County will evaluate the team's demonstrated ability to communicate effectively in presentations to a non-technical audience, and to provide well-documented and clear technical analyses.
- 2. The County will evaluate the proposal document to assess written communication ability and quality control measures taken in document production.
  - a. The County will evaluate whether appropriate quality control measures were taken to ensure strong communication of information, all information requested is provided, audience appropriate, information is accurate and not misleading, and in a format that facilitates ease of assimilation and understanding by the reviewer; i.e., a format possessing a logical organization and free of clutter and excessively small fonts and margins.
  - b. The County will also evaluate to ensure appropriate quality control measures were taken to provide error-free work product, avoid spelling errors, and avoid providing information that is not relevant, or requested by the County.
  - c. The County will not base its evaluation on the quality of pictures, whether the document is in color or black and white, or the quality of paper and/or bindings.

3. Submittal Information

- a. Sample Documents. Provide four (4) pages of sample documents that demonstrate the team's ability to provide technical analysis and documentation and to provide effective written communication. Sample documents may include, but are not limited to, presentation sketches, executive summaries, RFI responses, and project construction meeting notes, and should relate to projects that are similar in scope and complexity to this Project. The County will remove any pages that exceed the limit.
- b. Consultant's proposal.

**D. Utilization of SCS Firms – 100 Points**

1. The County will evaluate:

- a. The percentage of participation of SCS firms. The percentage of participation will be evaluated on a sliding scale. Proposers that meet the **15%** SCS goal will be eligible to receive the maximum point allocation for this sub-criterion.
- b. The Prime's outreach program and participation by SCS firms in the overall workload of the Prime (work on non-County projects).

2. Submittal Information

- a. The percentage of participation of SCS firms for this contract. Include the firm's name and work discipline to be performed on this Project.
- b. Discuss the Prime's outreach program. For example, describe activities the Prime takes to locate SCS firms and to evaluate the opportunities available to work with SCS firms on this contract.

\* \* \* \* \*

## ATTACHMENT 1 - INSURANCE REQUIREMENTS

- A. Prior to execution of the Agreement, the Consultant shall file with King County certificates of insurance and endorsements from their insurer(s) certifying to the coverage of all insurance required herein. All evidences of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s); shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, and the expiration date; and shall provide that King County receives notice at least thirty (30) calendar days prior to the effective date of any policy limit or cancellation of required coverage's. The Consultant shall notify the County at least thirty (30) calendar days prior to the effective date of any cancellation or reduction in coverage in the policy. During the entire Contract period the Consultant shall maintain insurance coverage at least as broad as the limits and coverage outlined in this Agreement. The Consultant shall, upon demand of King County, make available to King County at Consultant's local office in King County all such policies of insurance and the receipts of payment of premiums thereon. Failure to provide such policies of insurance within a time acceptable to King County shall entitle King County to suspend or terminate the Consultant's work hereunder. Suspension or termination of this Agreement shall not relieve the Consultant from its insurance obligation hereunder.
- B. The Consultant shall obtain and maintain at a minimum the limits of insurance set forth below. By requiring such minimum insurance, King County shall not be deemed or construed to have assessed the risks that may be applicable to the Consultant under this Agreement. The Consultant shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
- C. Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions, when required, is acceptable on a "claims made" form.
- D. If coverage is approved and purchased on a "claims made" basis, the Consultant shall continue coverage either through (1) policy renewals for not less than three years from the date of completion of the work which is the subject of this Agreement or (2) the purchase of an extended discovery period for not less than three years from the date of completion of the work which is the subject of this Agreement, if such extended coverage is available.
- E. If in order to meet the insurance requirements the Consultant must rely on insurance provided by one or more subconsultants, then such subconsultant(s) shall be required to meet all of the requirements herein applicable to the insurance they are providing, and shall include County and Consultant as additional insured's on all liability policies except Professional Liability/Errors & Omissions and Workers Compensation. The County will not make any payments on work performed by subconsultants until all insurance documentation from such subconsultants has been received and accepted by the County.
- F. Provided the affected insurance policies permit the following waiver without voiding coverage, Consultant and County waive all rights against each other to subrogation for damages covered by property insurance.
- G. The Consultant shall maintain limits no less than the following:
- H. **General Liability. \$1,000,000** combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a **\$2,000,000** aggregate limit. Coverage shall be at least as broad as Insurance Services Office form number (CG 00 01) covering **COMMERCIAL GENERAL LIABILITY**.



- I. **Professional Liability Errors and Omissions. \$1,000,000** per claim and in the aggregate.
- J. **Automobile Liability. \$1,000,000** combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number (CA 00 01) covering **BUSINESS AUTO COVERAGE**, symbol 1 “any auto”; or the combination of symbols 2, 8, and 9. If the work involves the transport of pollutants (as defined by the standard auto policy exclusion of pollution) the auto policy shall be endorsed to include endorsement CA 9948 (or its equivalent), MCS 90, or auto pollution coverage.
- K. **Workers’ Compensation. Statutory requirements of the State of residency.** Coverage shall be at least as broad as Workers’ Compensation coverage required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or “other States” State Law.
- L. **Employer’s Liability or “Stop Gap”.** Coverage shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the “Stop Gap” endorsement to the general liability policy.
- M. Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Consultant’s liability to the County and shall be the sole responsibility of the Consultant.
- N. The insurance policies required shall contain, or be endorsed to contain, the following provisions:
- O. **Liability Policies except Professional Liability & Errors and Omissions and Workers Compensation:**
  - a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant in connection with this Agreement.
  - b. To the extent of the Consultant’s negligence, the Consultant’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the Consultant’s insurance or benefit the Consultant in any way.
  - c. The Consultant’s insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer’s liability.
  - d. The Consultant’s Protection and Indemnity (to include Jones Act) policy shall waive rights of subrogation against the County.
- P. Unless otherwise approved by the County, Insurance is to be placed with insurers with a Best’s rating of no less than A:VIII, or, if not rated with Best’s, with minimum surpluses the equivalent of Best’s surplus size VIII.
- Q. Professional Liability, Errors and Omissions insurance may be placed with insurers with a Best’s rating of B+:VII. Any exception must be approved in writing by the County.
- R. If at any time any of the foregoing policies fails to meet the minimum standards above, the Consultant shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

## **ATTACHMENT 2 - NONDISCRIMINATION and EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

### **A. Nondiscrimination and Equal Employment Opportunity (EEO)**

1. Nondiscrimination in Employment and Provision of Services. During performance of this Contract, the Consultant and all parties subcontracting under the authority of this Contract agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.
2. Equal Employment Opportunity Efforts. The Consultant and all parties subcontracting under the authority of this Contract agree to undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. The Consultant's equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Consultant agrees to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.
3. Equal Benefits to Employees with Domestic Partners. Pursuant to Ordinance 14823, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of award of a contract valued at \$25,000 or more, the Consultant agrees that it shall not discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Consultant to administrative sanctions and remedies for breach.
  - a. When the contract is valued at \$25,000 or more, the Consultant shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, Ordinance 14823 (which is codified at KCC Chapter 12.19), and related administrative rules are incorporated herein by reference. They are also available online at:  
[http://www.kingcounty.gov/operations/procurement/Services/Equal\\_Benefits.aspx](http://www.kingcounty.gov/operations/procurement/Services/Equal_Benefits.aspx).
4. Nondiscrimination in Subcontracting Practices. During the term of this Contract, the Consultant shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subconsultants and suppliers, the Consultant shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

5. Compliance with Laws and Regulations. The Consultant and all parties subcontracting under the authority of this Contract shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. In addition, King County Code chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this contract. The Consultant and its subconsultants shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.
6. Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the American with Disabilities Act of 1990 as amended (ADA). Pursuant to Title II of the ADA, and Section 504, King County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Consultant agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Contract in the same manner as King County is obligated to under Title II of the ADA, and Section 504 and shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability.
  - a. The Consultant agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16; and
  - b. The Consultant shall not discriminate against persons with disabilities in providing the work under the Contract. In any subcontracts for the programs, activities and services under their Contract or agreement with the County, the Consultant shall include the requirement that the subconsultant provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16, that the subconsultant shall not discriminate against persons with disabilities in providing the work under the Contract and that the subconsultant shall provide that the County is a third party beneficiary to that required provision.
7. Sanctions for Violations. Any violation of the requirements of the provisions of this Attachment 2 shall be a material breach of contract, which may result in termination of this Contract or such other remedy as the County deems appropriate, including but not limited to damages or withholding payment, cancellation or suspension, in whole or in part, of the Contract by the County, or invoking the enforcement provisions of King County Code 12.16 that provide for penalties, liquidated damages or other remedies, and may result in ineligibility for County contracts.
8. Record-keeping Requirements and Site Visits. The County may visit, after reasonable notice, the Project Site, and Consultant and subconsultant offices to review records related to the solicitation, utilization, and payment to subconsultants and suppliers. This provision includes compliance with any other requirements of this Section. The Consultant shall provide all reasonable assistance requested by King County during such visits. The Consultant shall maintain, for at least 6 years after completion of all work under this Contract, and permit access by the County to the following:
  - a. Records, including but not limited to written quotes, bids, estimates or proposals submitted to the Consultant by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payment to

subconsultants and suppliers on this Contract, including but not limited to data and records related to the Contract for the purpose of monitoring, audit and investigation to determine compliance with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the Contract documents; and

- b. The Consultant shall make the foregoing records available to King County for inspection and copying upon request. If this Contract involves federal funds, the Consultant shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Contract documents.
9. Assistance with the Requirements of this Section. Obtain copies of KCC 12.16, 12.17, 12.18 and 12.19 at the following link:  
[http://your.kingcounty.gov/mkcc/clerk/code/15\\_Title\\_12.pdf](http://your.kingcounty.gov/mkcc/clerk/code/15_Title_12.pdf).

- a. Address questions related to this Attachment 2 by contacting King County Business Development and Contract Compliance (BDCC) Section at the address below. Please include the contract number in all correspondence.

King County Business Relations and Economic Development  
Business Development and Contract Compliance Section  
Mail Stop: CNK-ES-0350  
401 Fifth Avenue  
Seattle, WA 98104

10. Small Business and Minority and Women Business Enterprises Opportunities. King County encourages the Consultant to utilize small businesses, including Minority-owned and Women-owned Businesses Enterprises ("M/WBEs") in County contracts. The County encourages the Consultant to use the following voluntary practices to promote open competitive opportunities for small businesses, including M/WBEs:
- a. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform small businesses and other firms of contracting and subcontracting opportunities.
  - b. Placing all qualified small businesses attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to those firms capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
  - c. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses, including M/WBEs.
  - d. Establishing delivery schedules, where the requirements of the Agreement permit, that encourage participation by small businesses, including M/WBEs.
  - e. Providing small businesses, including M/WBEs that express interest, with adequate and timely information about plans, specifications, and requirements of the Agreement.
  - f. Using the services of available community organizations, consulting groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.

- g. The Washington State Office of Minority and Women's Business Enterprises (OMWBE) can provide a list of certified M/WBEs. OMWBE may be reached at 360-753-9693.

11. Small Business and Minority and Women Business Enterprise Practices. Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:

- a. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
- b. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
- c. Utilizing the services of available community organizations, consulting groups, local assistance offices, local publications including newspapers which advertise contracting opportunities, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.

12. Required Submittals During Work. The Consultant shall collect, submit and update the submittals listed below for itself, its subconsultants and any sub tier subconsultants and suppliers to King County Business Development and Contract Compliance Section. Such subconsultant information shall be submitted prior to the County processing and paying any progress payment that includes such subconsultant work. The BDCC Reporting Website is located at <http://www.kingcounty.gov/bdcc>. Telephone 206-263-9734 if you require assistance. Report forms are available on the Website. The Consultant shall report by the 10th of each month to report for the previous month. The County may withhold progress payments to the Consultant for failure to enter the data as specified in this section.

- a. Subconsultant and Suppliers List. The Consultant shall enter and update the Subconsultants and Suppliers List electronically using the BDCC Reporting Website.

13. Consultant Payments. The Consultant shall enter dollars paid to all subconsultants and suppliers who perform work under this Agreement electronically and monthly using the BDCC Reporting Website.

14. Final Affidavit of Amounts Paid. Using King County Final Affidavit of Amounts Paid form for each subconsultant and supplier who performed work on this contract. Submit this form either as an email attachment in pdf format to the Contract Specialist identified in the Post Award/Reporting Requirements Letter sent to the Consultant post contract execution. Failure to submit such affidavits may result in withholding of payments or the final payment.

**B. Voluntary Small Contractors and Suppliers (SCS) Participation Goal and Contracting Opportunities Program**

- 1. Contracting Opportunities Program. The King County Contracting Opportunities Program is a public contracting assistance program intended to maximize the participation of Small Contractors and Suppliers (SCSs) through the use of voluntary participation goals and awarding of proposal evaluation points as an incentive factor in the award of King County contracts for Architectural and Engineering (A&E) and Professional services.

2. Definitions.

- a. A "Small Contractors and Suppliers" (SCS) means that a business and the person or persons who own and control it are in a financial condition that puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial conditions for eligibility under the Program are a dollar ceiling for standard business classifications set at fifty percent (50%) of the Federal Small Business Administration (SBA) and an Owners' Personal Net Worth of less than \$750,000.
- b. A "Certified Firm" is a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SCS by the King County Business Development and Contract Compliance (BDCC) office. Contact the BDCC Office at (206) 205-0700 for information on how to become a certified firm, or to obtain a list of Certified Firms.

3. Voluntary SCS Participation Goal

- a. It is King County's policy that small economically disadvantaged businesses shall have the maximum practicable opportunity to participate in the performance of contracts for professional services to King County. The following percentage is the voluntary SCS goal established for this Contract: **15%**.
- b. King County may adjust the SCS participation goal for this Contract to reflect the minimum level of SCS participation under the following conditions:
  - (1) After issuing the Notice of Selection, and before contract award, King County determines to modify or delete a scope of work the Consultant has assigned to an SCS in its proposal.
  - (2) Subsequent amendments to this Contract expand the scope of work projected for SCSs, or create new opportunities for other SCSs to participate.
  - (3) During the term of the Contract, the Consultant determines that it is unable to comply with the SCS goal. In that event, the Consultant shall make a written request to King County to reduce or modify the goal. The request shall describe the Consultant's efforts and inability to obtain SCSs and must clearly demonstrate that SCSs were unavailable to meet the SCS goal. The County will evaluate the request and, if appropriate, direct the preparation of an amendment to reduce or modify the SCS goal.

4. Determination of SCS Eligibility. King County will count only the participation of Certified Firms towards the voluntary SCS goal established for this contract. The County will count the proposer's identified participation as follows:

- a. For evaluation purposes, King County will count only the participation of SCSs that are certified by King County before the proposal due date and time.
- b. The proposer's SCS subconsultant participation shall be calculated as a percentage of the proposer's total proposal hours. For example, if a proposer's total proposal hours are 100,000 and the proposer indicates that an SCS will do work for a total of 10,000 hours, the proposer's SCS participation is 10%.
- c. SCS participation shall be counted only for SCSs performing a commercially useful function according to custom and practice in the industry. A commercially useful function is defined as a specific scope of work the SCS has the management and technical expertise to perform using its own workforce and resources. An SCS may further subcontract a portion of the work, provided that the majority of work (at least

51% of the subcontract amount) is actually being performed by the SCS that has the contract.

- d. When an SCS performs as a prime consultant or a participant in a joint venture, King County will only count that portion of the total contract hours equal to the distinct, clearly defined portion of the work that the SCS performs with its own forces.

## **ATTACHMENT 3 - SCOPE OF WORK**



**ATTACHMENT 3**  
**SCOPE OF WORK**  
**DESIGN SERVICES FOR DISTRICT COURT RELOCATION TO THE MALENG**  
**REGIONAL JUSTICE CENTER PROJECT**  
**RFP No. E00232E11**

**A. GENERAL**

The purpose of this RFP is to obtain a qualified consultant to provide architectural, mechanical engineering, electrical engineering, security engineering and related analysis and design services to consolidate King County District Court's Southeast Electoral District by relocating them to the Maleng Regional Justice Center (MRJC) courthouse located at 401 Fourth Avenue North, Kent, WA.

The MRJC courthouse, built in 1997, is approximately 233,000 SF on five floors. The Southeast Electoral District will be consolidated on the First Floor in approximately 22,000 SF in a space currently occupied by the Criminal Investigation Division of the Sheriff's Office.

**Background**

**Reference Materials**

The following report and plans are available for review, Monday – Friday, 8:30 – 4:30, at King County Facilities Management Division, King County Administration Building, Room 320, 500 Fourth Avenue, Seattle, WA 98104:

- 2007 District Court Facility Master Plan.
- District Court Development in Existing Space at MRJC (space list and preliminary sketch).
- Metropolitan King County Regional Justice Center plans dated January 19, 1995.

Each person who desires to review these documents will be required to sign-in and provide identification prior to being provided access to the documents. Documents are available for viewing only. Reproductions are not allowed.

**Security Clearance after Contract Award**

Not Applicable

**B. BASIC AND ADDITIONAL SERVICES**

Basic and Additional Services to be performed may include but are not limited to the following:

**Architecture**

1. Mechanical Engineering
2. Electrical Engineering
3. Security Engineering
4. Schematic Design documents
5. Final Construction documents
6. Construction Cost Estimating at Schematic Design and Final Construction Document
7. Bidding Period Services
8. Permitting Services
9. Construction Administration
10. Record Drawings
11. All other services customarily furnished by an architect/engineer and its subconsultants

## **C. SCOPE OF WORK**

### **Task 100 Project Management**

The Consultant shall organize, manage and coordinate the disciplines required to accomplish the work. The Consultant shall coordinate its work with efforts performed by County staff and other consultants or contractors. The Consultant shall provide project management and contract administration services to facilitate efficient progress of the work. The Consultant shall use King County's web-based Project Management Application, Unifier, in the performance of this Contract, which is used to track contract activities and information including but not limited to:

- a) Action Items.
- b) Design Reviews.
- c) Meeting Minutes.
- d) Project Risks.
- e) Punchlists.
- f) RFIs.
- g) Submittals.
- h) Amendments.
- i) Invoices.
- j) Document Management.

The Consultant shall perform the following project management activities:

1. Monthly progress reporting, including description of work accomplished and percent complete and a status update with comparison of planned vs. actual schedule.
2. Project design team management and coordination.
3. Meeting organization, facilitation and documentation.
4. Schedule updates, prepared using MS Project or Unifier software.
5. Meeting agendas, minutes, and notes, with revisions as required.
6. QA/QC Plan: develop (within 14 days of NTP) and implement a quality assurance plan that describes the systematic activities to be implemented so that quality of services and deliverables is maintained; develop and provide a quality control plan that describes the evaluation processes that will be in place to guide the quality assurance activities.
7. Attend project management software training and adjust Consultant's project management procedures to include use of King County's system (licensing and training provided by King County). At a minimum the Project Manager and whoever coordinates the records for the consultant team will be trained on the King County system.

#### **Potential Deliverables:**

- Project Management Plan (for design team).
- Monthly progress reports.
- Monthly Schedule updates or more frequent as required.
- Meeting agendas, minutes and notes (draft and final).
- QA/QC Plan.

## **DESIGN SERVICES**

### **Task 200 Schematic Design**

The Consultant shall:

1. Consult with the County to ascertain, confirm or recommend revision to the general and detailed requirements for the Project.
2. Perform necessary and reasonable site inspections, interviews, research and analyses. Verify existing site conditions.
3. Identify building codes and other jurisdictional issues that could affect the Project. Contact all permitting authorities to determine specific code and permitting requirements and procedures that affect the Project.
4. Analyze all conditions and requirements of the Project and illustrate with Schematic Design documents the Consultant's proposed design solution.
5. Schematic Design documents shall include:
  - a. Preliminary drawings of the floor plans, sections, security entrance(s), and building systems. Illustrate in sufficient detail to define the dimensions, locations, volumes, and appearance of the project components.
  - b. Outline material specifications, addressing all aspects of the work, and narrative descriptions of expanding and connecting to the existing building systems.
  - c. Preliminary construction cost estimate, as projected to the midpoint of construction, based on a format approved by the County. The minimum breakdown for the estimate shall be ASTM E-1557-09 Standard Classification for Building Elements (Uniformat II), level 3.
  - d. Preliminary risk management plan.
6. Prepare preliminary Schematic Design documents and submit to the County for review.
7. Revise preliminary Schematic Design documents as necessary to obtain County approval.
8. Prepare final, County-approved Schematic Design documents and submit to the County.
9. Assist the County in completing the County's Green Building and Sustainable Infrastructure project checklist and scorecard for non-LEED eligible capital projects to identify cost effective green building practices for the project.

#### **Potential Deliverables:**

- Provide four (4) copies of the preliminary Schematic Design documents to the County within thirty five (35) calendar days of the Notice to Proceed for the Schematic Design Phase.
- Provide four (4) copies of the revised preliminary Schematic Design documents to the County within seven (7) calendar days of receipt of the County's comments.
- Provide four (4) copies of the final Schematic Design documents to the County within seven (7) calendar days of receipt of the County's comments.

### **Task 300 Construction Documents**

The Consultant shall:

1. Upon written authorization from the County to proceed, prepare Contract Documents which expand, elaborate, fix and describe the accepted Schematic Design solution. All Construction Documents shall reflect all developments that occurred during the Schematic Design Phase.
2. Prepare Construction Documents which describe the accepted Schematic Design solution in sufficient scope, extent and detail to produce a complete and functional facility.
3. Prepare Construction Documents which shall be sufficient in scope, extent and detail to:
  - a. Obtain all necessary construction permits.
  - b. Obtain competitive bids.
  - c. Construct and complete the Project.
4. Prepare Construction Documents which shall include the following work products:
  - a. Construction Drawings which graphically illustrate the Project.
  - b. Technical Specifications calling for terms and conditions, materials, equipment, execution, workmanship and finishes for the Project.
  - c. Appendices, calculations and other technical information, as required to supplement and support the Construction Documents and to obtain all necessary construction permits and approvals.
5. Prepare the final construction cost estimate, as projected to the midpoint of construction, which the Consultant has revised to reflect current costs as well as modifications and additions made during the Construction Documents phase.
6. Examine and check the Construction Documents to verify completeness, accuracy and that the work of subconsultants is properly coordinated with the work of the Consultant. Ensure continuity between the County-provided Divisions 0 and 1, the Construction Drawings and Technical Specifications.
7. Prepare a progress report outlining the status of the incorporation of sustainable design principles and cost effective green building practices for the project.
8. Provide the County with the names and addresses of contractors who may wish to bid the Project.
9. Prepare draft Construction Documents and submit to the County for review.
10. Revise draft Construction Documents as necessary to obtain County approval.
11. Prepare final, County-approved Construction Documents and submit to the County.

#### **Potential Deliverables:**

- Provide four (4) copies of the draft Construction Documents to the County within ninety (90) days of the Notice to Proceed for the Construction Documents Phase.
- Provide four (4) copies of the final draft Construction Documents to the County within fourteen (14) days upon receiving the County's comments on the draft Construction Documents.

- Provide one (1) print-ready, stamped original of the final, County-approved Contract Documents to the County within thirty (30) calendar days after receipt of the County's comments.

#### **Task 400 Bidding Services**

The Consultant shall:

1. Upon written authorization from the County to proceed to bidding, provide services to the County, as required, during the procurement process to hire a construction contractor. Submit to the County a print-ready, single-sided hard copy and an electronic copy of the Construction Drawings and Technical Specifications. The County will obtain and pay for printing costs for the multiple sets of bidding documents required during the procurement process.
2. Provide bidding assistance to the County. Bidding assistance shall include the following:
  - a. Answer planholder questions to clarify the bid documents, and approve or reject planholder-proposed substitutions.
  - b. Keep notes describing all planholder contacts and apprise County daily of all planholder questions. If requested, provide the County with copies of the notes.
  - c. Attend a pre-bid meeting at the project site. Take notes and provide the County with written meeting notes.
  - d. Prepare draft of addenda as needed to notify planholders of corrections, clarifications, and substitutions, using addenda format provided by County.
  - e. Following bid opening, evaluate the bids for responsiveness to the Construction Documents.

#### **Potential Deliverables:**

- Notes of planholder contacts.
- Notes from pre-bid meeting.
- Draft addenda as necessary.
- Written bid evaluation.

#### **Task 500 Permitting Services**

The Consultant shall:

1. Upon written authorization from the County to proceed, assemble complete permit application documents with the number of copies necessary to obtain a Commercial Building Permit.
2. Present the permit application documents to permitting authorities, in application for a Commercial Building Permit.
3. During the permit and approvals process: meet with permitting authorities to answer questions or clarify provisions in the permit application documents; provide the County with meeting notes, phone notes and all review comments of permitting authorities. Provide a statement to the County of the potential impact of the review comments on project scope, cost and schedule. Make all changes agreed upon by the County and the permitting authorities, as necessary to obtain a Commercial Building Permit.
4. Submit to the County the Commercial Building Permit documents.

**Potential Deliverables:**

- Permit application documents.
- Meeting notes, phone notes and all review comments.
- Statement of the potential impact of review comments.
- Commercial Building Permit from permitting authorities.

**Task 600 Construction Administration**

The Consultant shall:

1. Assume the role and perform the duties of the Technical Representative (Architect/Engineer). Be prepared to perform the design services necessary to ensure the orderly and prompt execution of the construction work. Attend the Pre-Construction Conference. Take notes and provide the County with written meeting notes for review and comment. Incorporate comments into the revised, final meeting notes and distribute to all Pre-Construction Conference attendees.
2. Evaluate with the County the Construction Schedule, Schedule of Values, List of Subcontractors and lists of equipment, materials and manufacturers submitted by the Contractor and review and comment on each.
3. Conduct with appropriate subconsultants and contractor/subcontractor personnel, periodic construction progress meetings throughout the construction of the Project, as required to ensure that the quality and progress of the work are in accordance with the Construction Documents and Project Schedule. Take notes and provide all meeting attendees with draft written meeting notes for review and comment. Incorporate comments into the revised, final meeting notes and redistribute to all parties.
4. Perform periodic site observations throughout the construction of the Project, as required to ensure that the quality and progress of the work are in accordance with the Construction Documents and Project Schedule. For each site visit, the Consultant shall record their observations, time and date of visit, number of construction personnel and equipment at the site, the progress of the work and any existing or potential deviations of the work from the Construction Documents or Project Schedule. The Consultant shall provide the County with a copy of all site observation reports.
5. Guard the County against defects and deficiencies in material and in the workmanship of the Contractor. The Consultant shall advise the County of any work which does not conform to the Construction Documents or non-conforming work which should be rejected, and provide recommendations for any required corrective work.
6. Check and approve or modify shop drawings, samples and any other submittals from the Contractor for conformance with the Construction Documents and secure the approval of the County in a timely manner.
7. Issue written interpretations of the Construction Documents in response to all Requests for Information from the Contractor, subcontractors and suppliers.
8. Receive and review the Contractor's Certificates for Payment. Prior to signing each Certificate, the Consultant shall confirm that all work for which pay is being approved, has been completed and is in conformance with the Construction Documents.
9. Identify when changes to the Work are necessary or beneficial and provide the County with alternative solutions, along with cost and schedule implications.

Receive, review, analyze and recommend disposition of changes to the Work which are initiated by the Contractor. Assist the County in negotiating fair and reasonable prices and extensions of time as necessary, for agreed upon changes in the Work. Prepare Change Order documents using County forms of Field Directive, Change Proposal and Change Order, issue to the Contractor for signature and submit to the County, ready for the County Executive's signature.

10. Assist the County in determining substantial and final completion. When the Contractor submits a written statement that all work is substantially complete, the Consultant shall visit the site and if the Consultant agrees that substantial completion has been achieved, they shall prepare a Punchlist which describes work to be completed or corrected. Following notification by the Contractor that all Punchlist work has been completed, the Consultant shall reinspect the Work to confirm that it is completed and in conformance with the Construction Documents. When in the opinion of the Consultant, all work has been satisfactorily completed, they shall make a written recommendation to the County to accept the work.
11. Upon completion of construction, the Consultant shall obtain from the Contractor all written guarantees and Operation and Maintenance Manuals, review for conformance with the Construction Documents and transmit the approved documents to the County.

**Potential Deliverables:**

- Design services, as necessary.
- Pre-Construction Conference notes.
- Written bid evaluation comments.
- Progress meeting notes.
- Written site observation reports.
- Written statements of non-conforming work.
- Shop drawing reviews.
- Written interpretations of Construction Documents.
- Review of Contractor's payment request.
- Written analyses of Contractor's suggested changes to the Work.
- Evaluation of costs associated with suggested changes.
- Written Change Order documents.
- Punchlist.
- Letter recommending acceptance of the Work.
- Written guarantees and Operation and Maintenance Manuals.

**Task 700 Record Drawings**

The Consultant shall:

1. Prepare Record Drawings and Technical Specifications from the Contractor's as-built data and submit same to the County. Submit Record Drawings and Technical Specifications as follows:

- a. Drawings and Technical Specifications shall be corrected to reflect Contractor modifications and submittals. All electronic files shall be updated.
  - b. All data above shall be submitted to the County within 30 days of receipt of Contractor's as-built data. All record data shall become the property of the County.
2. During the warranty period of the construction contract, assist the County in securing correction of defects that become apparent. Prior to the expiration of the warranty period, arrange for and conduct with the County and Contractor, an inspection of the work that was installed under the construction contract. Take notes and report to the Contractor and the County any observed deficiencies in workmanship or materials.

**Potential Deliverables:**

- Record Drawings and Technical Specifications.
- Final warranty inspection.
- Warranty inspection notes.

**D. COORDINATION OF ART**

The Consultant understands and agrees that it must coordinate its activities with the artist(s) selected by the County to fulfill the County's 1% for Art Program ordinance requirements. The County may separately commission an artist to execute a work of art to be incorporated in this Project. In such cases, the Consultant shall coordinate with an artist's activities, review artist's work or otherwise participate in development of artist's work. If the work of art is such that competitive bidding for construction is required, the Consultant shall include the artist's bid documents with his own, as the County deems appropriate. The Consultant, however, assumes no liability for the documents or the construction of the work of art.



## **ATTACHMENT 4 - STATEMENT OF QUALIFICATIONS FORM**

## STATEMENT OF QUALIFICATIONS CERTIFICATION

The undersigned is authorized to execute this certification on behalf of the Proposer and certifies on the Proposer's behalf that, to the best of its knowledge, the information presented in this Statement of Qualifications is a statement of facts and that the Proposer has the financial capability to perform the work which is the subject of this solicitation. The Proposer further certifies that it knows of no personal and/or organizational conflicts of interest prohibited under federal, state and local law.

The Proposer certifies that Proposal is submitted in accordance with this solicitation and all issued addenda, and that the Proposer agrees to be bound by the same.

The Proposer's Small Contractors and Suppliers (SCS) utilization as set forth in the Proposal constitutes the Proposer's commitment, if awarded this contract by the County, to use certified and qualified SCSs.

The Proposer designates

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(title)

\_\_\_\_\_  
(phone number)

as the person charged with carrying out and reporting the Proposer's voluntary efforts to use SCSs.

The Proposer affirms that it has elected to participate in the voluntary efforts set forth in the solicitation for this contract to provide SCSs equitable opportunity to participate in the performance of the work, and that all documentation included herein is true and correct.

Proposer \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## ATTACHMENT 5 - PROJECT APPROACH CHART

**ATTACHMENT 5**  
**PROJECT APPROACH CHART (PAC)**  
**RFP No. E00232E11**

**Attachment 5 - Project Approach Chart (PAC)**

RFP #: E00232E11

**Title: Design Services for the Relocation of District Court to the MRJC**

**Help**

[illegible]

**= required field**

## **ATTACHMENT 6 - DISTRICT COURT RELOCATION TO MRJC – SPACE LIST**

**District Court Relocation to MRJC  
Space List**

<b>Appendix A</b>						
<b>DISTRICT COURT - COURT FUNCTIONS</b>						
Description	Number Needed	Net SF Each	Total	Comments	Floor	Location
Courtroom w/jury box	4	1640	6560	Added space for growth - Assumes CR, JC, JR on Ground Floor remains in use by DC. Maybe reduced to fit within allocated space, but no less than 1000sf/ea	First	CID Space
Multi-Purpose CR no jury box	1	1050	1050	no jury or witness box - can be used for jury assembly if that function is not combined with SC's	First	CID Space
Jury Rooms	4	260	1040	includes toilets	First	CID Space
Judges Chambers	5	250	1250	includes toilets	First	CID Space
Attorney Client	4	100	400		First	CID Space
Clerical support staff	31	64	1984	Move 10 clerks from Ground Floor to combine with clerks moved from Aukeen.	First	CID Space
Payment counter	4	64	256		First	CID Space
Staff Interpreter Services	1	64	64	Best if located near front counter.	First	CID Space
Clerical Mgr.	1	100	100		First	CID Space
Clerk Coordinator	2	85	170			
Division Director	1	150	150		First	CID Space
Conference Room	1	180	180		First	CID Space
Storage	1	150	150		First	CID Space
Staff Break Area	1	464	464		First	CID Space
Staff Rest Rooms - Men	1	150	150	2 WC, 1 urinal and 2 lavs per code	First	CID Space

**District Court Relocation to MRJC  
Space List**

Staff Rest Rooms - Women	1	150	150	3 WC, 2 lavs, per code	First	CID Space
Work Room	1	192	192		First	CID Space
Data & Phone Closets	2	54	108	May use existing if adequate	First	CID Space
OPD Screener	1	85	85	Also serves City of Covington	First	CID Space
Public Restrooms - Men	1	150	150	2 WCs, 1 urinal, 2 lavs per code	First	CID Space
Public Restrooms - Women	1	150	150	4 WCs, 2 Lavs per code	First	CID Space
Subtotal			14,803			
Circulation Factor @	0.33		4,885			
<b>Total SF Needed @ CID for DC</b>			<b>19,688</b>			
<b>DISTRICT COURT - PROBATION</b>						
Description	Number Needed	SF Each	Total	Comments	Floor	Location
Probation Officers - cubicles	6	85	510	office systems organization (cubicles)	Ground Floor	Exist DC clerks space
Probation Mgr.	1	100	100	private office	Ground Floor	Exist DC clerks space
Clerical Support	1	64	64	open area with waiting room	Ground Floor	Exist DC clerks space
Probation Waiting/Work Area	1	164	164		Ground Floor	Exist DC clerks space
Mental Health Court Monitor	1	85	85	use existing office	Ground Floor	Exist DC clerks space
Mental Health Court Specialist	1	85	85	use existing office	Ground Floor	Exist DC clerks space
Confidential Conf Rooms	3	85	255	private rooms	Ground Floor	Exist DC clerks space
Staff Break Room	1	200	200			
Subtotal			1463			
Circ. Factor@	0.33		483			
Total SF Needed - Probation			1,946	Assumes Probation offices currently located at MRJC will remain in use by Probation.		

**District Court Relocation to MRJC  
Space List**

<b>PROSECUTING ATTORNEY</b>						
Description	Number Needed	SF Each	Total	Comments	Floor	Location
Prosecuting Attorneys	6	100	600	3 paralegals + 3 PAOs	2nd or GF	To be determined
Supervising Attorney	1	120	120		2nd or GF	To be determined
Witness Waiting	1	100	100		2nd or GF	To be determined
Police Waiting	1	85	85		2nd or GF	To be determined
Work Area	1	64	64		2nd or GF	To be determined
Staff Support	1	64	64		2nd or GF	To be determined
Staff Break Room	1	180	180		2nd or GF	To be determined
DV Advocate	1	100	100		2nd or GF	To be determined
Subtotal			1313			
Circulation Factor @	0.33		433			
<b>Total SF Needed - PAO</b>			<b>1,746</b>			
Public Defender				Currently located off site in Kent. If (when) criminal calendar is moved from Burien to MRJC as planned, it means less travel time for them.		
<b>MISC. SPACE NEEDS</b>						
Description	Number Needed	SF Each	Total	Comments	Floor	Location
Licensing	1	150	150		First	To be determined
Court Marshals						
Sgt Office	1	85	85		First	To be determined
Lead Marshal	1	50	50		2nd or GF	To be determined
Shared work area	1	50	50		2nd or GF	To be determined
Warrant Unit						
Fugitive Detective	1	64	64		2nd or GF	To be determined
Arraignment Detective	1	64	64		2nd or GF	To be determined
Bus Driver work station	1	50	50		2nd or GF	To be determined



**District Court Relocation to MRJC  
Space List**

Holding Area	1	0	0		First	Use district court holding rooms
Secure Lockers	1	0	0		GF	Use GF lockers near court security
Gun locker	1	40	40		First	
Subtotal			553			
Circulation Factor @	0.33		182			
<b>Total SF Needed - Misc.</b>			<b>735</b>			

## **ATTACHMENT 7 - NON-DISCRIMINATION AND CONSULTANT DISCLOSURE FORMS**

Certain non-discrimination and disclosure forms will need to be provided by the selected Consultant prior to Contract execution. Please contact the Contract Specialist for this RFP if you have any questions about Contract execution forms.

Current versions of all forms are available for review and download at:  
<http://www.kingcounty.gov/procurement/forms>, Consultants web page.